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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

)	CASE No. SACV12 – 1448 AG
WILLIAM WILBER et al.,)	(JPRX)
)	
Plaintiffs,)	STIPULATION AND
v.)	PROPOSED PROTECTIVE
)	ORDER
TOP GLOBAL CAPITAL, INC., et al.)	
)	
Defendants.)	
)	
)	
)	
)	

**Plaintiffs, William Wilber, Nicole Kharzi, Karen Oldmixon, Larry
Cain, Robyn Jamison, Otto Fox, Gail Young, Mark Thomas, Cindy Dicosimo,
Carol Winkler, and David Winkler (collectively “PLAINTIFFS”) and**

1 **Defendant, Metaquotes Software Corp (“MSC”) hereby agree, by their**
 2 **respective counsel, to the following terms for a Protective Order regarding**
 3 **Discovery in the above matter.**

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 6 **1. PURPOSE AND LIMITS OF THIS ORDER**

7 Discovery in this action is likely to involve confidential, proprietary, or
 8 private information requiring special protection from public disclosure and from
 9 use for any purpose other than this litigation. Thus, the Court enters this Protective
 10 Order. This Order does not confer blanket protections on all disclosures or
 11 responses to discovery, and the protection it gives from public disclosure and use
 12 extends only to the specific material entitled to confidential treatment under the
 13 applicable legal principles. This Order does not automatically authorize the filing
 14 under seal of material designated under this Order. Instead, the Parties must
 15 comply with L.R. 79-5.1 if they seek to file anything under seal. This Order does
 16 not govern the use at trial of material designated under this Order.

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 23 **2. DESIGNATING PROTECTED MATERIAL**

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 25 **2.1 Over-Designation Prohibited.** Any party or non-party who designates
 26 information or items for protection under this Order as “CONFIDENTIAL,”
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1 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,” or “HIGHLY
 2 CONFIDENTIAL – SOURCE CODE” (a “designator”) must only designate
 3 specific material that qualifies under the appropriate standards. To the practicable
 4 extent, only those parts of documents, items, or oral or written communications
 5 that require protection shall be designated. Designations with a higher
 6 confidentiality level when a lower level would suffice are prohibited. Mass,
 7 indiscriminate, or routinized designations are prohibited. Unjustified designations
 8 expose the designator to sanctions, including the Court’s striking of all
 9 confidentiality designations made by that designator. Designation under this Order
 10 is allowed only if the designation is necessary to protect material that, if disclosed
 11 to persons not authorized to view it, would cause competitive or other recognized
 12 harm. Material may not be designated if it has been made public, or if designation
 13 is otherwise unnecessary to protect a secrecy interest. If a designator learns that
 14 information or items that designated for protection do not qualify for protection at
 15 all or do not qualify for the level of protection initially asserted, that designator
 16 must promptly notify all Parties that it is withdrawing the mistaken designation.
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18 **2.2 Manner and Timing of Designations.** Designation under this Order
 19 requires the designator to affix the applicable legend (“CONFIDENTIAL,”
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1 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY,” or “HIGHLY
 2 CONFIDENTIAL – SOURCE CODE”) to each page that contains protected
 3 material. For testimony given in deposition or other proceedings, the designator
 4 shall specify all protected testimony and the level of protection being asserted.
 5 The designator may make that designation during the deposition or proceeding, or
 6 may invoke, on the record or by written notice to all Parties on or before the next
 7 business day. The designator may have a right to have up to 21 days from the
 8 deposition or proceeding to make its designation.
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 14 **2.2.1** A party or non-party that makes original documents or materials
 15 available for inspection do not need to designate them for protection until after the
 16 inspecting party has identified which material it would like copied and produced.
 17 During the inspection and before the designation, all material shall be treated as
 18 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY.” After the inspecting
 19 party has identified the documents it wants copied and produced, the Producing
 20 Party must designate the documents, or portions thereof, that qualify for protection
 21 under this Order.
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27 **2.2.2** Parties shall give advance notice if they expect a deposition or other
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1 proceeding to include designated material so that the other parties can ensure that
 2 only authorized individuals are present at those proceedings when such material is
 3 disclosed or used. The use of a document as an exhibit at a deposition shall not in
 4 any way affect its designation. Transcripts containing designated material shall
 5 have a legend on the title page noting the presence of designated material, the title
 6 page shall be followed by a list of all pages (including line numbers as appropriate)
 7 that have been designated, and the level of protection being asserted. The
 8 designator shall inform the Court Reporter of these requirements. Any transcript
 9 that is prepared before the expiration of the 21-day period for designation shall be
 10 treated during that period as if it had been designated “HIGHLY CONFIDENTIAL
 11 – ATTORNEY EYES ONLY” unless otherwise agreed. After the expiration of the
 12 21-day period, the transcript shall be treated only as actually designated.

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 20 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to designate
 21 does not, standing alone, waive protection under this Order. Upon timely assertion
 22 or correction of a designation, all recipients must make reasonable efforts to ensure
 23 that the material is treated according to this Order.

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 25
 26 **2.4 Redaction Allowed.** Any Producing Party may redact from the
 27 documents and things it produced that the Producing Party claims is subject to
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1 attorney-client privilege, work product immunity, a legal prohibition against
 2 disclosure, or any other privilege or immunity. The Producing Party shall
 3 mark each document where matter has been redacted with a legend stating
 4 “REDACTED,” as appropriate, or a comparable notice. Where a document
 5 consists of more than one (1) page, at least each page on which information has
 6 been redacted shall be so marked. The Producing Party shall preserve an
 7 unredacted version of each of such document.
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12 **2.5 Storage of “CONFIDENTIAL, HIGHLY CONFIDENTIAL –**
 13 **ATTORNEY EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE**
 14 **CODE”.** The recipient of any “HIGHLY CONFIDENTIAL – ATTORNEY
 15 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” that is
 16 provided under this Protective Order shall maintain such information in a
 17 reasonably secure and safe manner which ensures that access is limited to the
 18 persons authorized under this Order.
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23 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

24 All challenges to confidentiality of designations shall proceed under L.R.
 25 37-1 through L.R. 37-4.
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27 **4. ACCESS TO DESIGNATED MATERIAL**

1 **4.1 Basic Principles.** A Receiving Party may use designated material only
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3 for this litigation. Designated material may be disclosed only to the categories of
4 persons and under the conditions described in this Order.

5 **4.2 Disclosure of CONFIDENTIAL Material Without Further**
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7 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the
8
9 designator, a Receiving Party may disclose any material designated
10 CONFIDENTIAL only to:

11
12 **4.2.1** The Receiving Party's outside counsel of record in this action and
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14 employees of outside counsel of record to whom disclosure is reasonably
15 necessary;

16 **4.2.2** The officers, directors, and employees of the Receiving Party to whom
17
18 disclosure is reasonably necessary, and who have signed the Agreement to Be
19
20 Bound (Attached hereto as **Exhibit A**);

21 **4.2.3** Subject to 4.2.10, experts retained by the Receiving Party's outside
22
23 counsel of record to whom disclosure is reasonably necessary, and who have
24
25 signed the Agreement to Be Bound (**Exhibit A**);

26 **4.2.4** The Court and its personnel;

27 **4.2.5** Outside Court Reporters and their staff, professional jury or trial
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1 consultants, and professional vendors to whom disclosure is reasonably necessary,
2 and who have signed the Agreement to Be Bound (**Exhibit A**);
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4 **4.2.6** During their depositions, witnesses in the action to whom disclosure is
5 reasonably necessary and who have signed the Agreement to Be Bound (**Exhibit**
6 **A**);
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8 **4.2.7** The author or recipient of a document containing the material, or a
9 custodian or other person who otherwise possessed or knew the information.
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11 **4.2.8** Graphics, translation, or design services retained by counsel of record
12 in this litigation, for purposes of this litigation, provided such services have signed
13 the Agreement to Be Bound (**Exhibit A**). A signature by an authorized
14 representative of company who confirms that he or she has appropriately advised
15 the relevant employees of the confidentiality obligations in this Order and has
16 taken reasonable steps to comply thereto shall be sufficient;
17

18 **4.2.9** Commercial copy vendors retained by counsel of record in this action,
19 for purposes of this litigation, provided such vendors have signed the Agreement to
20 Be Bound (**Exhibit A**). A signature by an authorized representative of company
21 who confirms that he or she has appropriately advised the relevant employees of
22 the confidentiality obligations in this order and has taken reasonable steps to
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1 comply thereto shall be sufficient.

2 **4.2.10** Qualification of outside experts and consultants: Neither Confidential
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 4 nor Highly Confidential material shall be disclosed to any outside experts or
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 6 consultants who are current employees of a direct competitor of MSC. With
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 8 respect to outside experts or consultants who were employed by a direct competitor
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 10 of MSC named in the litigation within one (1) year from the date of this Order,
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 12 Confidential and Highly Confidential material may be shared with those experts or
 13
 14 consultants only after counsel for MSC are given at least twenty (20) days prior
 15
 16 written notice of the identity of the expert or consultant to whom such Confidential
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 18 or Highly Confidential material is to be disclosed (including his or her name,
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 20 address, current job title, and the names of any direct competitors by which he/she
 21
 22 has been employed), are afforded an opportunity to object to the disclosure of the
 23
 24 Confidential or Highly Confidential material, and a resolution to any such
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 26 objection has been reached. Notwithstanding other provisions within this
 27
 28 Protective Order. **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** or
HIGHLY CONFIDENTIAL – SOURCE CODE may be provided to experts or
 consultants only for the purpose of aiding, assisting, or allowing such expert or
 consultant to prepare a written opinion, to prepare to testify, or to assist counsel for

1 a party in this Litigation.

2 **4.2.11 No Prejudice:** Agreeing to be bound by this Protective Order,
3
4 agreeing to and/or producing or receiving “CONFIDENTIAL”, “HIGHLY
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6 CONFIDENTIAL – ATTORNEY EYES ONLY”, “HIGHLY CONFIDENTIAL –
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8 SOURCE CODE”, or otherwise complying with the terms of this Order shall not:

9 a. Prejudice in any way the rights of the Parties to object to the production of
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11 documents they consider not subject to discovery, or operate as an admission by
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13 any party that the restrictions and procedures set forth herein constitute adequate
14
15 protection for any particular information deemed by any party to be “HIGHLY
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17 CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY CONFIDENTIAL
18
19 – SOURCE CODE” ;

20 b. Prejudice in any way the rights of any party to object to the authenticity or
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22 admissibility into evidence of any document, testimony, or other evidence subject
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24 to this Order;

25 c. Prejudice in any way the rights of a party to seek a determination by the
26
27 Court whether any “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or
28
“HIGHLY CONFIDENTIAL – SOURCE CODE” should be subject to the terms
of this Order;

1 d. Prejudice in any way the rights of a party to petition the Court for a
2 Protective Order relating to any purportedly confidential information; or
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4 e. Prevent a disclosing party from authorizing disclosure of its own
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6 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY
7 CONFIDENTIAL – SOURCE CODE” to any party.
8

9 **4.2.12 No Loss of “Confidential” or “Highly Confidential” Status By**
10 **Use In Litigation or Appeal:** In the event that any Confidential or Highly
11 Confidential material is used in any Court proceeding in this litigation or any
12 appeal therefrom, such Confidential or Highly Confidential material shall not lose
13 its status as Confidential or Highly Confidential through such use. Counsel shall
14 comply with all applicable local rules and shall confer on such procedures that are
15 necessary to protect the confidentiality of any documents, information, and
16 transcripts used in the course of any Court proceedings, including petitioning the
17 Court to close the Court room; and
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22 **4.2.13 Advice Based on Discovery Material Allowed:** Nothing in this
23 Protective Order shall bar or otherwise restrict any attorney from rendering advice
24 to their client with respect to this litigation and, in the course of rendering advice,
25 referring to or relying generally on the examination of “CONFIDENTIAL,
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HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY
CONFIDENTIAL – SOURCE CODE” ; provided, however, that in rendering such
advice and in otherwise communicating with their client, the attorney shall not
disclose the contents of any “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL –
ATTORNEY EYES ONLY”, or “HIGHLY CONFIDENTIAL – SOURCE CODE”
produced by another party if that disclosure would be contrary to the terms of this
Protective Order.

**4.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES
ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Material
Without Further Approval.** Unless permitted in writing by the designator, a
Receiving Party may disclose material designated “HIGHLY CONFIDENTIAL –
ATTORNEY EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”
without further approval only to:

4.3.1 The Receiving Party’s outside counsel of record in this action and
employees of outside counsel of record to whom it is reasonably necessary to
disclose the information;

4.3.2 The Court and its personnel;

4.3.3 Outside Court Reporters and their staff, professional jury or trial

1 consultants, and professional vendors to whom disclosure is reasonably necessary,
2 and who have signed the Agreement to Be Bound (**Exhibit A**); and

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4 **4.3.4** The author or recipient of a document containing the material, or a
5 custodian or other person who otherwise possessed or knew the information.
6

7 **4.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY**
8 **CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY**
9 **CONFIDENTIAL – SOURCE CODE” Material to In-House Counsel or**
10 **Experts.** Unless agreed to in writing by the designator:
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13 **4.4.1** A party seeking to disclose to in-house counsel any material designated
14 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” must first make a
15 written request to the designator providing the full name of the in-house counsel,
16 the city and state of such counsel’s residence, such counsel’s current and
17 reasonably foreseeable future primary job duties, and responsibilities in sufficient
18 detail to determine present or potential involvement in any competitive decision-
19 making. In-house counsels are not authorized to receive material designated
20 “HIGHLY CONFIDENTIAL – SOURCE CODE”.
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24 **4.4.2** A party seeking to disclose to an expert retained by outside counsel of
25 record any information or item that has been designated “CONFIDENTIAL”,
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1 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY
2 CONFIDENTIAL – SOURCE CODE” must first make a written request to the
3 designator that: (1) identifies the general categories of “CONFIDENTIAL”,
4 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY
5 CONFIDENTIAL – SOURCE CODE” information that the Receiving Party seeks
6 permission to disclose to the expert; (2) sets forth the full name of the expert and
7 the city and state of his or her primary residence; (3) attaches a copy of the expert’s
8 current resume; (4) identifies the expert’s current employer(s); (5) identifies each
9 person or entity from whom the expert has received compensation or funding for
10 work in his or her areas of expertise (including connection with litigation) in the
11 past five (5) years; and (6) identifies (by name and number of the case, filing date,
12 and location of Court) any litigation where the expert has offered expert testimony,
13 including by declaration, report, or testimony at deposition or trial, in the past five
14 (5) years. If the expert believes any of this information at (4) to (6) is subject to a
15 confidentiality obligation to a third party, then the expert should provide whatever
16 information the expert believes can be disclosed without violating any
17 confidentiality agreements. The party seeking to disclose the information to the
18 expert shall be available to meet and confer with the designator regarding any such

1 confidentiality obligations.

2 **4.4.3 Notice To Non-Parties:** Any party issuing a Subpoena to a non-party
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4 shall enclose a copy of this Protective Order with a request that, within ten (10)
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6 calendar days, the non-party either request the protection of this Protective Order
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8 or notify the issuing party that the non-party does not need the protection of this
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Protective Order or wishes to seek different protection.

10 **4.4.4** A party that makes a request and provides the information specified in
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12 paragraphs 4.4.1 or 4.4.2 may disclose the designated material to the identified in-
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14 house counsel or expert unless, within seven (7) days of delivering the request, the
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16 party receives a written objection from the designator providing detailed grounds
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for the objection.

18 **4.4.5** All challenges to objections from the designator shall proceed under
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20 L.R. 37-1 through L.R. 37-4.

21 **4.5 Additional Parties or Attorneys:** In the event additional parties join or
22
23 intervene in this action, the newly joined party(ies) shall not have access to
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25 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY
26
27 CONFIDENTIAL – SOURCE CODE” until its counsel has executed and, at the
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request of any party, filed with the Court its agreement to be fully bound by this

1 Order. If any additional attorneys make appearances in this litigation, those
 2 attorneys shall not have access to Confidential material or Highly Confidential
 3 material until they execute the Agreement to Be Bound (**Exhibit A**).
 4

5 **5. SOURCE CODE**

7 **5.1 Designation of Source Code.** If production of source code is necessary,
 8
 9 a party may designate it as “HIGHLY CONFIDENTIAL – SOURCE CODE” if it
 10 is, or includes, confidential, proprietary, or trade secret source code.
 11

12 **5.2 Location and Supervision of Inspection.** Any “HIGHLY
 13 CONFIDENTIAL – SOURCE CODE” produced in discovery shall be made
 14 available for inspection, in a format allowing it to be reasonably reviewed and
 15 searched, during normal business hours or at other mutually agreeable times, at an
 16 office of the designating party’s counsel or another mutually agreeable location.
 17
 18 The source code shall be made available for inspection on a secured computer in a
 19 secured room, and the inspecting party shall not copy, remove, or otherwise
 20 transfer any portion of the source code onto any recordable media or recordable
 21 device. The designator may visually monitor the activities of the inspecting party’s
 22 representatives during any source code review, but only to ensure that there is no
 23 unauthorized recording, copying, or transmission of the source code.
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1 **5.3 Paper Copies of Source Code Excerpts.** The inspecting party may
 2 request paper copies of limited portions of source code that are reasonably
 3 necessary for the preparation of Court filings, Pleadings, Expert Reports, other
 4 papers, or for deposition or trial. The designator shall provide all such source code
 5 in paper form, including Bates numbers and the label “HIGHLY CONFIDENTIAL
 6 – SOURCE CODE.”

7 **5.4 Access Record.** The inspecting party shall maintain a record of any
 8 individual who has inspected any portion of the source code in electronic or paper
 9 form, and shall maintain all paper copies of any printed portions of the source code
 10 in a secured, locked area. The inspecting party shall not convert any of the
 11 information contained in the paper copies into any electronic format other than for
 12 the preparation of a Pleading, exhibit, Expert Report, Discovery document,
 13 deposition transcript, or other Court document. Any paper copies used during a
 14 deposition shall be retrieved at the end of each day and must not be left with a
 15 Court Reporter or any other unauthorized individual.

24 **6. PROSECUTION BAR**

25 Absence of written consent from the designator or any individual who
 26 receives access to “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or
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1 “HIGHLY CONFIDENTIAL – SOURCE CODE” information shall not be
 2 involved in the prosecution of patents or patent applications concerning the field of
 3 the invention of the patents-in-suit for the Receiving Party or its acquirer,
 4 successor, predecessor, or other affiliate during the pendency of this action and for
 5 one (1) year after its conclusion, including any appeals. “Prosecution” means
 6 drafting, amending, advising on the content of, or otherwise affecting the scope or
 7 content of patent claims or specifications. These prohibitions shall not preclude
 8 counsel from participating in reexamination or *inter partes* review proceedings to
 9 challenge or defend the validity of any patent, but counsel may not participate in
 10 the drafting of amended claims in any such proceedings.

16 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 17 **PRODUCED IN OTHER LITIGATION**

19 **7.1 Subpoenas and Court Orders.** This Order in no way excuses non-
 20 compliance with a lawful Subpoena or Court Order. The purpose of the duties
 21 described in this section is to alert the interested parties to the existence of this
 22 Order and to give the designator an opportunity to protect its confidentiality
 23 interests in the Court where the Subpoena or Order issued.

24 **7.2 Notification Requirement.** If a party is served with a Subpoena or a
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1 Court Order issued in other litigation that compels disclosure of any information or
2 items designated in this action as “CONFIDENTIAL”, “HIGHLY
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4 CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY CONFIDENTIAL
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6 – SOURCE CODE”, that party must:

7 **7.2.1** Promptly notify the designator in writing. Such notification shall
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9 include a copy of the Subpoena or Court Order;

10 **7.2.2** Promptly notify in writing the party who caused the Subpoena or Order
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12 to issue in the other litigation that some or all of the material covered by the
13
14 Subpoena or Order is subject to this Protective Order and shall object to the
15
16 production of such materials on the ground of the existence of this Order. Such
17
18 notification shall include a copy of this Order; and

19 **7.2.3** Cooperate with all reasonable procedures sought by the designator
20
21 whose material may be affected.

22 **7.3 Wait For Resolution of Protective Order.** If the designator timely
23
24 seeks a Protective Order, the party served with the Subpoena or Court Order shall
25
26 not produce any information designated in this action as “CONFIDENTIAL”,
27
28 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY
CONFIDENTIAL – SOURCE CODE” before a determination by the Court where

1 the Subpoena or Order was issued, unless the party has obtained the designator's
 2 permission. The designator shall bear the burden and expense of seeking
 3 protection of its confidential material in that Court.
 4

5 **8. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

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 7 If a Receiving Party learns that, by inadvertence or otherwise, it has
 8 disclosed designated material to any person or in any circumstance not authorized
 9 under this Order, it must immediately: (1) notify the designator of the unauthorized
 10 disclosures in writing; (2) use its best efforts to retrieve all unauthorized copies of
 11 the designated material; (3) inform the person or persons to whom unauthorized
 12 disclosures were made of all the terms of this Order; and (4) use reasonable efforts
 13 to have such person or persons execute the Agreement to Be Bound (**Exhibit A**).
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18 **8.1 Violations of Protective Order:** In the event that any person or party
 19 should violate the terms of this Protective Order, the aggrieved disclosing party
 20 should apply to the Court to obtain relief against any such person or party violating
 21 or threatening to violate any of the terms of this Protective Order. In the event that
 22 the aggrieved disclosing party seeks injunctive relief, it must petition the District
 23 Judge for such relief, which may be granted at the sole discretion of the District
 24 Judge. The parties and any other person subject to the terms of this Protective
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1 Order agree that this Court shall retain jurisdiction over it and them for the purpose
 2 of enforcing this Protective Order.
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4 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 5
 6 **OTHERWISE PROTECTED MATERIAL**

7 When a Producing Party gives notice that certain inadvertently produced
 8 material is subject to a claim of privilege or other protection, the obligations of the
 9 Receiving Parties are those set forth in Federal Rule of Civil Procedure
 10 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
 11 established in an e-discovery Order that provides for production without prior
 12 privilege review pursuant to Federal Rule of Evidence 502(d) and (e).
 13
 14

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 16 **10. FILING UNDER SEAL**
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18 Without any written permission from the designator or a Court Order, a
 19 party may not file any designated material in the public record for this action. A
 20 party seeking to file, under seal, any designated material must comply with L.R.
 21 79-5.1. Filings may be made under seal only pursuant to a Court Order authorizing
 22 the sealing of the specific material at issue. The fact that a document has been
 23 designated under this Order is insufficient to justify filing under seal. Instead,
 24 parties must explain the basis for confidentiality of each document sought to be
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1 filed under seal. Because a party other than the designator will often be seeking to
 2 file designated material, cooperation between the parties in preparing and in
 3 reducing the number and extent of requests for under seal filing is essential. If a
 4 Receiving Party's request to file designated material under seal pursuant to L.R.
 5 79-5.1 is denied by the Court, then the Receiving Party may file the material in the
 6 public record unless: (1) the designator seeks reconsideration within four (4) days
 7 of the denial; or (2) as otherwise instructed by the Court.
 8
 9

11. FINAL DISPOSITION

13 Within 60 days after the final disposition of this action, each party shall
 14 return all designated material to the designator or destroy such material, including
 15 all copies, abstracts, compilations, summaries, and any other format reproducing or
 16 capturing any designated material. The Receiving Party must submit a written
 17 certification to the designator by the 60-day deadline that: (1) identifies (by
 18 category, where appropriate) all the designated material that was returned or
 19 destroyed; and (2) affirms that the Receiving Party has not retained any copies,
 20 abstracts, compilations, summaries, or any other format reproducing or capturing
 21 any of the designated material. This provision shall not prevent counsel from
 22 retaining an archival copy of all Pleadings, Motion papers, trial, deposition, and
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1 hearing transcripts, legal memoranda, correspondence, deposition and trial
2 exhibits, Expert Reports, attorney work product, and consultant and expert work
3 product, even if such materials contain designated material. Any such archival
4 copies remain subject to this Order.
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6

7
8 Date: January 20, 2015

PHILLIPS LYTTLE LLP

9
10
11 /s/

12 ROBERT V. CORNISH JR., ESQ.
13 Attorney for Plaintiffs
14

15 Date: January 21, 2015

LAW OFFICES OF TRIANO & BYRNE

16
17
18 /s/

19
20 MARTIN F. TRIANO, ESQ.
21 Attorney for Defendant,
22 METAQUOTES SOFTWARE CORP.
23

24 Upon review of the Protective Order filed by PLAINTIFFS and MSC on
25 January 28, 2015, this Court hereby grants this Order approving the parties'
26 Protective Order.
27

28 Date: February 3, 2015



JEAN P. ROSENBLUTH
Magistrate Judge

AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Protective
Order that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of **William Wilber et al. v. Top Global
Capital, Inc. et al, case number SACV12-1448 AG (JPRX)**. I agree to comply
with and to be bound by all the terms of this Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment for contempt. I solemnly promise that I will not disclose, in any
manner, any information or item that is subject to this Protective Order to any
person or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing this Order,
even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of

[print or type full
address and telephone number] as my California agent for service of process in

1 connection with this action or any proceedings related to enforcement of this
2 Order.
3

4 Date: _____
5

6 City and State where sworn and signed: _____
7

8 Printed name: _____
9

10 [printed name]
11

12 Signature: _____
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14 [signature]
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